



Commercial
State Bank

February 15, 1984

RECORDATION NO. 14537A Filed 1425

FEB 22 1984 - 9 10 AM

INTERSTATE COMMERCE COMMISSION

Attn: Mildred Lee
Interstate Commerce Commission
Twelfth Street and Constitution Ave. N.W. /Room 2303
Washington, D.C. 20423

RE: Recordation Number: 14537 filed 1425

Dear Mrs. Lee:

Please note that Commercial State Bank, P.O. BOX 11627, 9111 Eastex Freeway
Houston, Texas 77293, has a security interest on the specific collateral
and management agreement.

OWNER - Mr. Philip R. Lively
2615 Valley Manor
Kingwood, Texas 77339

(MANAGEMENT AGREEMENT) -- ACTING AGENT - Attn: T.J. Raymond
for Mr. Philip R. Lively/Owner GLNX Corporation
1300 Post Oak Blvd.
Houston, Texas 77056

(COLLATERAL) FOUR RAILROAD TANK CARS	- Car No.	Class
	GLNX 126	DOT112J340W
	GLNX 127	DOT112J340W
	GLNX 132	DOT112J340W
	GLNX 140	DOT112J340W

GLNX has accepted the responsibility of managing the Railway Equipment. GLNX shall have exclusive control, in the reasonable exercise of its sound judgement of the leasing, operation and management of the Railway Equipment and for establishing and implementing policies and standards affecting the Railway equipment or the operation, maintenance or repair thereof. GLNX shall be entitled to rely upon written or oral instructions received from Mr. Philip R. Lively as to any and all acts to be performed by GLNX.

Please record and return in your usual manner.

Thanking you in advance.

Sincerely,

Ann Walker
Robert Nowak/Secretary

Interstate Commerce Commission
Washington, D.C. 20423

2/22/85

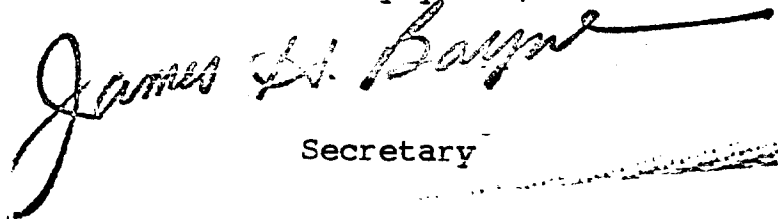
OFFICE OF THE SECRETARY

Robert Nowak
Commercial State Bank
P.O.Box 11627, 9111 Eastex Freeway
Houston, Texas 77293

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/22/85 at 9:35am and assigned re-recording number(s). 14537-A

Sincerely yours,


Secretary

Enclosure(s)

14532 A

FEB 12 1985

MANAGEMENT AGREEMENT

INTERSTATE COMMERCE COMMISSION

This Management Agreement ("Agreement") is made between GLMX Corporation, a Texas corporation ("GLMX"), having its principal place of business in Houston, Texas, and Philip R. Lively ("Owner") a resident of Kingwood, Texas.

WITNESSETH:

Whereas, Owner is the owner of the railway equipment listed in the attached Exhibit "A" (the "Railway Equipment"), and is desirous of entering into this agreement whereby GLMX will manage the Railway Equipment pursuant to the terms and conditions hereof; and

Whereas, GLMX is desirous of undertaking the management of the Railway Equipment pursuant to the terms and conditions hereof;

Now, therefore, in consideration of the premises and the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

ARTICLE I
APPOINTMENT

1. Owner hereby appoints GLMX to manage and otherwise supervise the operation of the Railway Equipment in the name of the Owner, or in the name of GLMX, but for the account and on behalf of the Owner, pursuant and subject to the terms and conditions set forth in this agreement.

2. GLMX hereby accepts the appointment set forth in paragraph 1 of this Article I and agrees to perform the duties and obligations set forth herein. Owner acknowledges and agrees that, whereas GLMX has accepted the responsibility of managing the Railway Equipment, except as specifically set forth herein to the contrary or as provided by law, GLMX shall have exclusive control, in the reasonable exercise of its sole judgment, of the leasing, operation and management of the Railway Equipment and for establishing and implementing policies and standards affecting the Railway Equipment or the operation, maintenance or repair thereof. GLMX shall be entitled to rely upon written or oral instructions received from Owner as to any and all acts to be performed by GLMX.

3. Owner acknowledges that GLMX presently manages a fleet of railway equipment similar to the Railway Equipment, and that it is the intention of GLMX in designating or selecting railway equipment to be placed on lease to afford whenever possible preferential treatment to the railway equipment presently included in the fleet managed by GLMX.



ARTICLE II
OWNER'S COVENANTS AND RESPONSIBILITIES

1. Owner does hereby deliver and release to GLNX the Railway Equipment for the management thereof by GLNX, and GLNX acknowledges delivery and receipt thereof.

2. Owner agrees that Owner is responsible for all expenses incurred in connection with the Railway Equipment, including minor and major repair work (including running repairs, cleaning, painting, periodic inspection cost, ad valorem and other taxes, freight, excess mileage, utilization cost, storage, insurance and any other expenses, levies or charges, including the Management Fee (as defined in Article V hereof), incurred in connection with the Railway Equipment and the operation and leasing thereof (all of which shall hereinafter be sometimes collectively referred to as the "Expenses").

3. Should the rental income from the operations of the Railway Equipment be insufficient to cover the Expenses incurred or reasonably foreseeable in connection with the Railway Equipment or the operation or leasing thereof, Owner will remit to GLNX within ten days of receipt of the Quarterly Statement provided under Article III, Paragraph 7 hereof the amount necessary to cover any such Expenses.

4. Owner agrees to cooperate fully with GLNX and to provide all assistance reasonably requested by GLNX to carry out its obligations hereunder. This shall include, subject to the provisions of Article VI hereof, full cooperation and assistance in any lawsuit or other similar matter or proceeding before any court of agency.

ARTICLE III
GLNX'S COVENANTS AND RESPONSIBILITIES

In consideration of the management fee provided for hereunder, GLNX agrees to utilize reasonable time and efforts to:

1. Collect the fixed rental or mileage credits, while operating on a mileage lease, earned by the Railway Equipment (the "Lease Fees") and to enforce the provisions of any lease agreement or agreements covering the Railway Equipment. Such duties shall not, however, be deemed to include the filing of a suit to collect such lease fees and other expenses, although GLNX may elect to do so at its option but at the expense of owner, subject to the provisions of Article VI hereof.

2. Use its best efforts to obtain leases for the Railway Equipment (including renewal options) and maintain the Railway Equipment under lease throughout the term of this Agreement. GLNX shall execute any such leases, in GLNX's sole discretion, either in the name of Owner or in the name of GLNX but for the account and on behalf of the Owner.

3. Comply with the terms and conditions of any lease agreements to which the Railway Equipment is subject during the term hereof. It is understood, however, that before GLNK shall be obligated to comply with any lease, such lease and/or amendments must be approved, in writing by GLNK.

4. Make all required registrations and other filings with the Interstate Commerce Commission, the Association of American Railroads, the Department of Transportation and any other governmental or industry authority with respect to the operation of the Railway Equipment.

5. File applicable ad valorem and other tax returns and pay, from the Lease Fees or from funds advanced by Owner, all such taxes due, in accordance with the provisions of Article II, Paragraph 3. GLNK may, however, retain during each calendar year of the term of this agreement, an amount equal to three percent of the lease fees received during that calendar year to cover such taxes, but will, within 90 days following the end of each calendar year, remit to Owner any amounts not required for such taxes.

6. Maintain adequate books and records sufficient to account properly for the Lease Fees, expenses and other such items applicable to the Railway Equipment.

7. Contract for or otherwise obtain all repair and/or maintenance work on the Railway Equipment considered necessary by GLNK, such repair and/or maintenance work to be paid for by GLNK, subject to the provisions of Article II, Paragraph 2.

8. Provide periodic reports to Owner on a quarterly basis (the "Quarterly Reports") which shall set forth the Lease Fees derived from the use of the Railway Equipment, as well as expenses incurred or that are reasonably foreseeable to be incurred in connection with the Railway Equipment. The quarterly reports shall be for the quarters ending March 31, June 30, September 30, and December 31, and will be delivered to Owner as promptly as is reasonably possible. Should the Lease Fees exceed the expenses incurred in connection with the Railway Equipment, payment of the excess (except for any amount retained under paragraph 5 and this paragraph 8 of Article III) shall accompany the Quarterly Report. Should expenses (incurred or reasonably foreseeable) exceed the Lease Fees for the period in question, the Quarterly Report will set forth the amount to be remitted by Owner to GLNK, if requested. It is agreed that GLNK shall be under no obligation to advance funds for payment of the expenses, regardless of the results of the payment thereof. It is further agreed that GLNK shall have the authority to retain portions of Lease Fees that exceed actual expenses incurred to cover future expenses that can be reasonably foreseen to exceed lease fees for the applicable future period or periods. Such retention of Lease Fees shall be accomplished on a reasonable basis and in such a manner as to minimize the effect that such retention shall have on cash distributions, if any, made to Owner. No assessment for cash deficiencies shall be made to Owner, however, to the extent of unremitted mileage credits held by GLNK.

9. Maintain liability and property damage insurance coverage on the Railway Equipment in amounts and against risk normally insured by GLNK on cars which it owns or manages. GLNK shall furnish certificates of insurance on all such insurance policies to Owner annually and on the date of any policy change or renewal. Any additional insurance desired by Owner shall be obtained by Owner at Owner's expense.

10. Reasonably pursue any and all warranties or other claims against manufacturers, users, lessees, railroads and other parties on behalf of Owner. Such duties shall not, however, be deemed to include the filing of suit, although GLNK may elect to do so at its option, but at the expense of Owner, subject to the provisions of Article VI.

ARTICLE IV TERM AND TERMINATION

1. Subject to Paragraph 2 of this Article IV, the term of this Agreement shall be for a period of 60 months commencing with the effective date hereof, and shall automatically terminate at the expiration of such term.

2. Termination of this Agreement prior to the expiration of the term specified in Paragraph 1 above may be accomplished by the Owner giving GLNK written notice of its intent to terminate, in which event termination shall be effective three (3) months after the date of such notice.

3. GLNK may terminate this agreement prior to the expiration of the term specified in Paragraph 1 above, pursuant to the provisions of Article VII hereof.

4. Should either party default under its obligations set forth herein, the other party may advise the defaulting party of such default, and should such default not be corrected within thirty (30) days of such notification, the aggrieved party may, at its option, immediately terminate this Agreement.

5. Neither GLNK nor the Owner shall, by reason of the expiration or the termination of this agreement in accordance with the terms and provisions hereof, be liable to the other for compensation, reimbursement or damages, either on account of present or prospective profits or on account of expenditures, investments or commitments made in connection therewith or in connection with establishment, development or maintenance of the business or goodwill of GLNK or the Owner, or on account of any other cause or thing whatsoever; provided, however, that such expiration or termination shall not affect the rights or liabilities of the parties with respect to any indebtedness owing by either party to the other; and further provided, that such expiration or termination shall be subject to any then existing lease or leases of the Railway Equipment, and GLNK, at its option, shall be entitled to continue, pursuant to the terms and conditions of this agreement, the

management and control of any of the Railway Equipment covered by such lease or leases as may be necessary for GLNX to comply with such lease or leases, including the right to retain the Lease Fees, management fee and other sums as provided for herein, until the expiration or termination of such lease or leases. Except as may be otherwise expressly set forth herein, upon the expiration or termination of this agreement, all obligations of the parties shall immediately cease. GLNX shall, however, provide reasonable assistance to Owner in transferring to Owner, all at Owner's expense and upon Owner's request, all records, data and other information relating to the Railway Equipment and in assisting Owner in the implementation of such records, data and information into Owner's operations.

ARTICLE V

In consideration of the services of GLNX hereunder, Owner shall pay to GLNX a management fee of ten percent (10%) of the Lease Fees per month for each railway car included in the Railway Equipment (the "Management Fee").

ARTICLE VI LEGAL ACTIONS

GLNX will give written notice to Owner at least 10 days prior to the institution of legal proceedings by GLNX or not more than 10 days after being served with process in any legal proceedings against GLNX involving the Railway Equipment. Unless otherwise directed in writing by Owner, GLNX may, at its option, institute or defend, in its own name or in the name of Owner, or both, but not against each other, and in all events at the expense of the Owner, any and all legal actions or proceedings it considers necessary hereunder, including those to collect charges, rents, claims or other income for the Railway Equipment, or lawfully oust or dispossess lessees or other persons in possession thereof, or lawfully cancel, modify or terminate any lease, license or concession agreement for the breach thereof of default by a lessee, licensee or concessionaire or take any and all necessary actions to protect or litigate to a final decision in any appropriate court or other forum any violation, order, rule, regulation, suit, claim or other matter affecting the Railway Equipment. GLNX shall keep Owner currently advised of all legal proceedings and Owner reserves the right to direct GLNX to terminate any litigation brought pursuant to the foregoing authority.

ARTICLE VII ASSIGNMENT

Upon ninety (90) days prior written notice to GLNX, Owner shall be entitled to transfer the Railway Equipment or any part thereof to a third party. Such transfer shall, however and at the option of GLNX,

terminate this Agreement as to such portion of the Railway Equipment transferred.

ARTICLE VIII INDEMNIFICATION

Owner and GLNX jointly and severally acknowledge, agree and covenant that GLNX is entering into this contract as an independent contractor, and neither party hereto shall take any action to alter such legal relationship. Owner shall have no right or authority, and shall not attempt, to enter into contracts or commitments in the name, or on behalf, of GLNX, or to bind GLNX in any manner or respect whatsoever. Further, Owner agrees to indemnify and hold GLNX harmless from any and all claims, demand, causes of action (at law or in equity), costs, damages, reasonable attorney's fees, expenses and judgments, which may hereafter be asserted by any third party based on or relating to the Railway Equipment or the operation, including the leasing, thereof, except for all claims, demands, causes of action (at law or in equity), costs, damages, reasonable attorney's fees, expenses and judgments which may hereafter be asserted by any third party based on or relating to the Railway Equipment or the operation, including the leasing, thereof. Except for all claims, demands, causes of action (at law or in equity), costs, damages, reasonable attorney's fees, expenses and judgments which may hereafter be asserted by any third party based on or relating to actions taken by, or inactions of GLNX in connection with the Railway Equipment, which actions or inactions were not authorized hereunder, were authorized hereunder but performed negligently, or were not specifically requested or approved by Owner; provided, that GLNX shall indemnify and hold harmless the Owner from all claims, demands, causes of action (at law or in equity), damages, attorney's fees, expenses and judgments which may be asserted hereafter by any third party based on or relating to any of the aforesaid actions or inactions of GLNX in connection with the Railway Equipment.

ARTICLE IX ADDITIONAL AGREEMENTS

1. Each party hereto shall promptly and duly execute and deliver to the other party such further documents, assurances, releases and other instruments, and take such further actions, including any necessary filings and the execution of a power of attorney by Owner, as the other party may reasonably request, in order to carry out more fully the intent and purpose of this agreement and to indicate the ownership of the Railway Equipment during the continuance with the Railway Equipment.

2. It is understood that upon the expiration or termination of this agreement as to any or all of the Railway Equipment, Owner shall no longer be entitled to use the recording and U.S. car initials and numbers and other designations (the "Designations") that are presently the property of GLNX. Accordingly, Owner agrees that it will promptly undertake upon such expiration or termination, at Owner's expense, all

steps necessary to change promptly the designations on the Railway Equipment no longer included under the agreement and to execute any and all documents requested by GLNX to transfer to GLNX any rights Owner may have acquired to such Designations. GLNX agrees to prepare at GLNX's expense, documentation as, in its opinion, is necessary to change all Designations on the Railway Equipment from the Designations of GLNX to those adopted by Owner, and to provide reasonable assistance to Owner, at Owner's expense, in the filing of such documents.

3. Any notice or other communication by either party to the other shall be in writing, and shall be deemed to have been duly given if either delivered personally or mailed, postage prepaid, registered or certified mail, addressed as follows:

GLNX: GLNX CORPORATION
1300 Post Oak Blvd., Suite 260
Houston, Texas 77056

OWNER: Philip R. Lively
2615 Valley Manor
Kingwood, Texas 77339

or to such other address, and to the attention of such other person or officer as either party may designate to the other in writing as provided by this paragraph.

4. The Owner or his authorized representative shall be entitled to inspect the books and records of GLNX applicable to the Railway Equipment at any reasonable time during the office hours of GLNX.

5. GLNX hereby confirms that it will act as agent of Owner in entering into and performing all obligations and duties of the lessor under any lease of the Railway Equipment and hereby assigns to Owner all rights of the lessor under any such lease, including any rights of identification of the lessor thereunder, provided, that such assignment shall not affect or modify the relationship between, or the respective rights, obligations, and duties of GLNX and Owner pursuant to this agreement.

6. This agreement contains the entire agreement of the parties hereto pertaining to the management and operation of the Railway Equipment. Except as otherwise provided herein, this agreement may not be modified or amended, except by express, written agreement signed by both parties hereto. Any waiver of any obligation of either party hereto shall not be construed as a continuing waiver of any such obligation under any provision hereof.

7. The terms and provisions of this agreement shall be binding upon and inure to the benefit of, and be enforceable by the heirs, administrators, executors, successors and assigns, if any, of the par-

ties hereto, subject to the provisions pertaining to the assignment hereof set forth in Article VII.

3. This agreement shall be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have hereunto set their names effective this 5th day of December, 1984.

G L N X CORPORATION

BY.....*T.J. Raymond*.....
VICE PRESIDENT

PHILIP R. LIVELY

BY.....*Philip R. Lively*.....
OWNER

THE STATE OF TEXAS

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared T.J. Raymond of GLNX Corporation, known to me to be the person and officer whose name is subscribed for the foregoing instrument, and acknowledged to me that the same was the act of GLNX Corporation, a corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of December, 1984.

Philip R. Lively 12/19/84
Notary Public in and for
STATE OF TEXAS

(SEAL)

05 DECEMBER 1984

PHILIP R. LIVELY

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EXHIBIT "A"

RAILWAY EQUIPMENT

<u>CLASS</u>	<u>CAPACITY IN GALLONS</u>	<u>CAR NUMBERS</u>
DOT112J340W	34,000 GALLON	CARS 125, 127, 132, 140



APPENDIX "B"

RAILWAY EQUIPMENT

<u>CLASS</u>	<u>CAPACITY IN GALLONS</u>	<u>CAR NUMBERS</u>
DOT12J340N	34,000 GALLON	GLW 130, 135, 141, 142, 143